SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: LIP Solution SERFF Tr Num: GEFA-125723620 State: ArkansasLH TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 39551

Variable

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: P5409 05/08 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Disposition Date: 08/05/2008

Jackson

Date Submitted: 07/09/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: LIP Solution Status of Filing in Domicile: Pending

Project Number: P5404 05/08 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Forms will be filed

concurrently in Virginia, our domicile state.

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Group Market Size:

Overall Rate Impact:

Group Market Type:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 08/05/2008
State Status Changed: 07/10/2008
Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

We are submitting these forms for your review and approval. They are new forms and will not replace any existing forms.

P5409 05/08 and P5409DB 05/08 will be used with future issues of

Form Number Title Approval Date

P1154 4/00 Flexible Premium Variable Deferred Annuity Contract 03/16/00

P1156 9/00 Flexible Premium Variable Deferred Annuity Contract 10/03/00

P1165 4/05 Flexible Premium Variable Deferred Annuity Contract 09/16/05

P5410 05/08 and P5410DB 05/08 will be used with future issues of

P1151 1/99 Flexible Premium Variable Deferred Annuity Policy 09/29/98 P1152 1/99 Flexible Premium Variable Deferred Annuity Policy 09/29/98

We may also offer these riders with future contracts filed for approval with your Department. Differences in base contract terminology necessitated development of two versions of each form.

These Guaranteed Minimum Withdrawal Benefit For Life Riders are elective riders that may be purchased with the variable annuity contracts. The rider guarantees that if you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then the owner will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit, until the death of last Annuitant. P5409DB 05/08 and P5410DB 05/08 include principal protection death benefit, which is the greater of return of purchase payments or the contract value reduce dollar for dollar for withdrawals.

These GMWB riders provide benefits similar to P5362 09/07 and P5363 09/07, both approved on 10/02/07 (state file 36932). However, this new product offers these features:

· Purchase Payment Benefit Amount, which is equal to purchase payments and any adjustment. If no withdrawals are taken before contract year 10 or age 65 if later, the Purchase Payment Benefit Amount will equal 200% of the first year's

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

purchase payments plus any additional purchase payments made.

· Treatment of Excess Withdrawals from a lesser of calculation to a pro rata reduction of Purchase Payment Benefit Amount, Roll Up Value, Maximum Anniversary Value, and Principal Protection Death Benefit (if applicable).

· Reset Value is now referred to as the Maximum Anniversary Value.

· Clarified the death benefit payment under the base contract at death of any annuitant versus death benefit payment under the rider at death of last annuitant.

The rider charge will be as shown on the enclosed sample data page. The sample data page is a representation of how the information will be shown on the data page of the base contract and is included for informational purposes only. The charge for this rider may change on the date of an automatic reset. We certify this charge will never be greater than an annual rate of:

2.00% for P5409 05/08 and P5410 05/08

2.50% for P5409DB 05/08 and P5410DB 05/08.

We have bracketed certain information within the rider to indicate variability. These items are bracketed to indicate that we may change them for future issues without having to resubmit the riders to your Department for approval. Each item is addressed in the Statement of Variability.

The issue ages are 45 through 85.

Licensed agents and brokers selling through traditional distribution systems, as well as to customers of financial institutions, will market these variable annuity products. We also intend to vary optional riders and/or Subaccount availability based upon the distributor or market.

A readability certification has not been included with this submission as these forms are regulated as a security by the Securities and Exchange Commission (SEC) and are not subject to readability requirements.

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Company and Contact

Filing Contact Information

Brenda Bond, Contract Analyst brenda.bond@genworth.com
6610 W Broad Street (804) 922-5133 [Phone]
Richmond, VA 23230 (804) 281-6916[FAX]

Filing Company Information

Genworth Life and Annuity Insurance Company CoCode: 65536 State of Domicile: Virginia
6620 W Broad Street Group Code: 350 Company Type: LifeHealth &

Annuity

Richmond, VA 23230 Group Name: State ID Number:

(804) 281-6600 ext. [Phone] FEIN Number: 54-0283385

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Genworth Life and Annuity Insurance Company \$20.00 07/09/2008 21307172

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/05/2008	08/05/2008
Approved Amendme	Linda Bird	07/10/2008	07/10/2008

Item	Schedule	Created By	Created On	Date Submitted
GUARANTER D MINIMUM WITHDRAW L BENEFIT FOR LIFE		Brenda Bond	08/01/2008	08/01/2008
RIDER GUARANTEE Form D MINIMUM WITHDRAWA L BENEFIT FOR LIFE RIDER		Brenda Bond	08/01/2008	08/01/2008

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Disposition

Disposition Date: 08/05/2008

Implementation Date: Status: Approved

Comment: Typographical errors were corrected in forms P5409 05/08 and P5410 05/08.

Rate data does NOT apply to filing.

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variability		Yes
Form (revised)	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER		Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	Withdrawn	Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE		Yes
Form (revised)	RIDER GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE		Yes
Form	RIDER GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	Withdrawn	Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER		Yes

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Disposition

Disposition Date: 07/10/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variability		Yes
Form (revised)	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER		Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	Withdrawn	Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE		Yes
Form (revised)	RIDER GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE		Yes
Form	RIDER GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	Withdrawn	Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER		Yes

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Amendment Letter

Amendment Date:

Submitted Date: 08/01/2008

Comments:

Ms. Bird - Thank you for re-opening this filing.

A typographical error was found in two of the forms submitted. P5409 05/08, under the Withdrawal provision on page 4 and P5410 05/08, under the Partial Surrenders provison on page 4, we removed "Principal Protection Death Benefit" in two places. No other changes were made. Revised forms have been attached.

Brenda Bond

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Numbe	r Type	Name		Action	Filing #	Form #	Score	
				Other				
P5409	05/08 Certificate	GUARANTE	Initial				0	P5409r2.pdf
	Amendmen	nt, ED						
Insert Page, MINIMUM								
	Endorseme	n WITHDRAW						
	t or Rider	AL BENEFIT	-					
		FOR LIFE						
		RIDER						

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Number	Туре	Name		Action	Filing #	Form #	Score	
				Other				
P5410 05/08	3 Certificate	GUARANTE	Initial				0	P5410r2.pdf
Amendment, ED		t, ED						
	Incort Dogo							

Insert Page, MINIMUM Endorsemen WITHDRAW t or Rider AL BENEFIT

FOR LIFE RIDER

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Form Schedule

Lead Form Number: P5409 05/08

Review Status	Form Number	Form Type Form Name		Action Action Specific Data		Readability	Attachment
	P5409 05/08			Initial		0	P5409r2.pdf
	P5409DB 05/08		RIDER	Initial		0	P5409db.pdf
	P5410 05/08		GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	Initial		0	P5410r2.pdf
	P5410DB 05/08	Amendmer	RIDER	Initial		0	P5410db.pdf

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Contract. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your withdrawals must be limited. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary.

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Contract Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Contract Date and each anniversary of that date.

Designated Subaccounts – The Designated Subaccounts shown on the Contract Data Pages.

Gross Withdrawal – An amount withdrawn from Contract Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Subaccounts for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount - An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Contract Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may withdraw in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Contract Data Pages and may include Designated Subaccounts and/or Asset Allocation Models.

On a monthly basis, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Contract Value, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Contract will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Contract Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Contract Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Contract will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no withdrawals are taken prior to the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Contract year]; and
- (b) Purchase Payments received after the [first Contract year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Contract Data Pages.

On each Contract anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Contract Date is equal to the initial Purchase Payment. On each Contract anniversary, if the Contract Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Contract Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Contract Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Contract anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations:
- (c) the Annuity Commencement Date is reached; or
- (d) there is a change in ownership of the Contract.

If automatic resets have terminated, you may later reinstate automatic resets for any future Contract anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Annuity Commencement Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Contract anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Contract anniversary, any Annuitant is older than the maximum reset age as shown on the Contract Data Pages.

Withdrawals

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Contract Value after the Gross Withdrawal; and
- (c) is the Contract Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Contract.

Reduction in Contract Value

After taking a withdrawal, your Contract Value may be less than the amount required to keep your Contract in effect. In this event, or if your Contract Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Contract Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules under the Contract.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Contract as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Contract for the deceased Owner. If no withdrawals were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Contract Value. The charges are shown on the Contract Data Pages. We may apply different charges for the rider for a Contract that is a single Annuitant contract and a Contract that is a Joint Annuitant contract. Once a Contract is a Joint Annuitant contract and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Contract is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Contract. The charges for this rider will never exceed the maximum charge as shown on the Contract Data Pages. On the day the rider and/or the Contract terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Contract Date. It will remain in effect while this Contract is in force and before the Annuity Commencement Date. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary. Otherwise this rider and the corresponding charges will terminate on the Annuity Commencement Date.

Change of Ownership

We must approve any assignment or sale of this Contract unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Contract. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your withdrawals must be limited. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary.

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Contract Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Contract Date and each anniversary of that date.

Designated Subaccounts – The Designated Subaccounts shown on the Contract Data Pages.

Gross Withdrawal – An amount withdrawn from Contract Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Subaccounts for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Principal Protection Death Benefit – The death benefit provided under this rider for an additional charge.

Purchase Payment Benefit Amount – An amount used to calculate the Benefit Base.

Roll-Up Value - An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Contract Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may withdraw in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Contract Data Pages and may include Designated Subaccounts and/or Asset Allocation Models.

On a monthly basis, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Contract Value, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Contract will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Contract Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Contract Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Contract will adjust your Purchase Payment Benefit Amount and Principal Protection Death Benefit, and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount, Principal Protection Death Benefit, and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no withdrawals are taken prior to the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Contract year]; and
- (b) Purchase Payments received after the [first Contract year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Contract Data Pages.

On each Contract anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Contract Date is equal to the initial Purchase Payment. On each Contract anniversary, if the Contract Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Contract Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charges as shown on the Contract Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Contract anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Annuity Commencement Date is reached; or
- (d) there is a change in ownership of the Contract.

If automatic resets have terminated, you may later reinstate automatic resets for any future Contract anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Annuity Commencement Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Contract anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Contract anniversary, any Annuitant is older than the maximum reset age as shown on the Contract Data Pages.

Withdrawals

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value, and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Contract Value after the Gross Withdrawal; and
- (c) is the Contract Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Contract.

Reduction in Contract Value

After taking a withdrawal, your Contract Value may be less than the amount required to keep your Contract in effect. In this event, or if your Contract Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greatest of the following:
 - (a) the Contract Value;
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%]; and
 - (c) the Principal Protection Death Benefit.
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the

frequency so that the payment will be at least [\$100]. The Principal Protection Death Benefit will continue under this provision. The Principal Protection Death Benefit will be reduced by each payment. The Principal Protection Death Benefit, if any, will be payable on the last death of an Annuitant.

Principal Protection Death Benefit

The Principal Protection Death Benefit is used to determine the death benefit at the death of last Annuitant, if any, payable under this Contract and rider as described in the Death Provisions section below.

The Principal Protection Death Benefit on the Contract Date is equal to the initial Purchase Payment. Purchase Payments in a Benefit Year increase the Principal Protection Death Benefit.

Gross Withdrawals in a Benefit Year decrease the Principal Protection Death Benefit. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is less than or equal to the Withdrawal Limit, the Principal Protection Death Benefit will be reduced by the Gross Withdrawal. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Principal Protection Death Benefit will be reduced on a prorata basis for each dollar that is in excess of your Withdrawal Limit, as described in the Withdrawal section above.

At the death of the last Annuitant, a Death Benefit may be payable under this Contract and rider. The amount of any Death Benefit payable will be the greatest of (a), (b) and (c), where:

- (a) is the Death Benefit as calculated under the base Contract;
- (b) is the Principal Protection Death Benefit; and
- (c) is any amount payable by any other optional death benefit rider, if applicable.

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules under the Contract.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Contract as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Contract for the deceased Owner. If no withdrawals were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charges will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. Another charge will be assessed for the Principal Protection Death Benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Contract Value. The charge for the Principal Protection Death Benefit is calculated [quarterly] as a percentage of the value of the Principal Protection Death Benefit and deducted [quarterly] from the Contract Value. The charges are shown on the Contract Data Pages. We may apply different charges for the rider for a Contract that is a single Annuitant contract and a Contract that is a Joint Annuitant contract. Once a Contract is a Joint Annuitant contract and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Contract is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Contract. The charges for this rider will never exceed the maximum rider charges as shown on the Contract Data Pages. On the day the rider and/or the Contract terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Contract Date. It will remain in effect while this Contract is in force and before the Annuity Commencement Date. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary. Otherwise this rider and the corresponding charges will terminate on the Annuity Commencement Date.

Change of Ownership

We must approve any assignment or sale of this Contract unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz

President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Policy. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your partial surrenders must be limited. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary.

All rider terms will have the same meaning as under the Policy, unless otherwise provided.

Asset Allocation Model(s) - The Asset Allocation Model(s) shown on the Policy Data Pages.

Benefit Base - The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Policy Date and each anniversary of that date.

Designated Investment Subdivisions – The Designated Investment Subdivisions shown on the Policy Data Pages.

Gross Withdrawal – An amount partially surrendered from Account Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Investment Subdivisions for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount - An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Policy Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may partially surrender in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Policy Data Pages and may include Designated Investment Subdivisions and/or Asset Allocation Models.

On a monthly basis, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Account Value, we will rebalance

Account Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Policy will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Account Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Policy Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Policy will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no partial surrenders are taken prior to the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Policy year]; and
- (b) Purchase Payments received after the [first Policy year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Policy Data Pages.

On each Policy anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Policy Date is equal to the initial Purchase Payment. On each Policy anniversary, if the Account Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Account Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Policy Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Policy anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations:
- (c) the Maturity Date is reached; or
- (d) there is a change in ownership of the Policy.

If automatic resets have terminated, you may later reinstate automatic resets for any future Policy anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Maturity Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Policy anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Policy anniversary, any Annuitant is older than the maximum reset age as shown on the Policy Data Pages.

Partial Surrenders

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Account Value after the Gross Withdrawal; and
- (c) is the Account Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Policy.

Reduction in Account Value

After taking a withdrawal, your Account Value may be less than the amount required to keep your Policy in effect. In this event, or if your Account Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Account Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Policy. The Death Benefit, if any, will be paid according to the distribution rules under the Policy.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Policy as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Policy as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Policy for the deceased Owner. If no partial surrenders were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Policy for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Account Value. The charges are shown on the Policy Data Pages. We may apply different charges for the rider for a Policy that is a single Annuitant Policy and a Policy that is a Joint Annuitant Policy. Once a Policy is a Joint Annuitant Policy and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Policy is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Policy. The charges for this rider will never exceed the maximum charge as shown on the Policy Data Pages. On the day the rider and/or the Policy terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Policy Date. It will remain in effect while this Policy is in force and before the Maturity Date. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

We must approve any assignment or sale of this Policy unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Policy. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your partial surrenders must be limited. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary.

All rider terms will have the same meaning as under the Policy, unless otherwise provided.

Asset Allocation Model(s) - The Asset Allocation Model(s) shown on the Policy Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Policy Date and each anniversary of that date.

Designated Investment Subdivisions – The Designated Investment Subdivisions shown on the Policy Data Pages.

Gross Withdrawal – An amount partially surrendered from Account Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Investment Subdivisions for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Principal Protection Death Benefit – The death benefit provided under this rider for an additional charge.

Purchase Payment Benefit Amount - An amount used to calculate the Benefit Base.

Roll-Up Value - An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Policy Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may partially surrender in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Policy Data Pages and may include Designated Investment Subdivisions and/or Asset Allocation Models.

On a monthly basis, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Account Value, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Policy will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Account Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Policy Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Policy will adjust your Purchase Payment Benefit Amount and Principal Protection Death Benefit, and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount, Principal Protection Death Benefit, and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no partial surrenders are taken prior to the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Policy year]; and
- (b) Purchase Payments received after the [first Policy year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Policy Data Pages.

On each Policy anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Policy Date is equal to the initial Purchase Payment. On each Policy anniversary, if the Account Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Account Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charges as shown on the Policy Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Policy anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations;
- (c) the Maturity Date is reached; or
- (d) there is a change in ownership of the Policy.

If automatic resets have terminated, you may later reinstate automatic resets for any future Policy anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Maturity Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Policy anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Policy anniversary, any Annuitant is older than the maximum reset age as shown on the Policy Data Pages.

Partial surrenders

If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value, and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Account Value after the Gross Withdrawal; and
- (c) is the Account Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Policy.

Reduction in Account Value

After taking a withdrawal, your Account Value may be less than the amount required to keep your Policy in effect. In this event, or if your Account Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greatest of the following:
 - (a) the Account Value;
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%]; and
 - (c) the Principal Protection Death Benefit.
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the

frequency so that the payment will be at least [\$100]. The Principal Protection Death Benefit will continue under this provision. The Principal Protection Death Benefit will be reduced by each payment. The Principal Protection Death Benefit, if any, will be payable on the last death of an Annuitant.

Principal Protection Death Benefit

The Principal Protection Death Benefit is used to determine the death benefit at the death of last Annuitant, if any, payable under this Policy and rider as described in the Death Provisions section below.

The Principal Protection Death Benefit on the Policy Date is equal to the initial Purchase Payment. Purchase Payments in a Benefit Year increase the Principal Protection Death Benefit.

Gross Withdrawals in a Benefit Year decrease the Principal Protection Death Benefit. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is less than or equal to the Withdrawal Limit, the Principal Protection Death Benefit will be reduced by the Gross Withdrawal. If a Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Principal Protection Death Benefit will be reduced on a prorata basis for each dollar that is in excess of your Withdrawal Limit, as described in the Withdrawal section above.

At the death of the last Annuitant, a Death Benefit may be payable under this Policy and rider. The amount of any Death Benefit payable will be the greatest of (a), (b) and (c), where:

- (a) is the Death Benefit as calculated under the base Policy;
- (b) is the Principal Protection Death Benefit; and
- (c) is any amount payable by any other optional death benefit rider, if applicable.

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Policy. The Death Benefit, if any, will be paid according to the distribution rules under the Policy.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Policy as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Policy as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Policy for the deceased Owner. If no partial surrenders were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Policy for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charges will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. Another charge will be assessed for the Principal Protection Death Benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Account Value. The charge for the Principal Protection Death Benefit is calculated [quarterly] as a percentage of the value of the Principal Protection Death Benefit and deducted [quarterly] from the Account Value. The charges are shown on the Policy Data Pages. We may apply different charges for the rider for a Policy that is a single Annuitant Policy and a Policy that is a Joint Annuitant Policy. Once a Policy is a Joint Annuitant Policy and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Policy is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Policy. The charges for this rider will never exceed the maximum rider charges as shown on the Policy Data Pages. On the day the rider and/or the Policy terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Policy Date. It will remain in effect while this Policy is in force and before the Maturity Date. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

We must approve any assignment or sale of this Policy unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz

President

Company Tracking Number: P5409 05/08

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Supporting Document Schedules

Review Status:

Review Status:

Satisfied -Name: Certification/Notice 07/07/2008

Comments:
Attachment:
ARcomp.pdf

Review Status:

Bypassed -Name: Application 07/07/2008

Bypass Reason: Not applicable to this rider filing.

Comments:

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 07/07/2008

Comments:

Attachment:
LIP Solution Rider_Filing_ActMemo.pdf

Satisfied -Name: Variability 07/08/2008

Comments: Attachment:

CertificationVariability.pdf

ARKANSAS CERTIFICATION

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

The Company certifies that we will maintain compliance with Rule and Regulation 19 (Unfair Sex Discrimination).

The Company certifies that we will maintain compliance with Rule and Regulation 49 (Life and Health Guaranty Association Notices).

The Company certifies that we will maintain compliance with requirements on Consumer Information Notices.

A Flesch score readability certification has not been included as these forms will be added to contracts that are regulated as a security by the Securities and Exchange Commission (SEC) and are not subject to readability requirements.

For Genworth Life and Annuity Insurance Company

Paul Loveland

Vice President Product Compliance

Carl frelant

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

Form P5409 05/08 and P5409DB 05/08 Form P5410 05/08 and P5410DB 05/08 Actuarial Memorandum

General Description

Forms P5409 05/08, P5409DB 05/08, P5410 05/08 and P5410DB 05/08 provide for a living benefit known as a Guaranteed Minimum Withdrawal Benefit for Life with a Roll-up. Additionally, this benefit allows for 200% of the first year Purchase Payments plus 100% of subsequent Purchase Payments to increase the Benefit Base at a specified time, if no withdrawals have been taken.

This benefit allows withdrawals up to the Withdrawal Limit in each year until the death of the last surviving Annuitant, as long as money is allocated to the Investment Strategy and withdrawals in each Benefit Year are limited to the Withdrawal Limit. If the Contract Value falls below the minimum required under the Contract, payments of the Withdrawal Limit will be made each year until the death of the last surviving Annuitant. Form P5409DB 5/08 and P5410DB 05/08 includes a death benefit for a separate charge, as described below.

Issue ages are 45 through 85. This benefit is available only at issue of the Contract. The rider may be terminated apart from the Contract on any Contract anniversary on or after the 5th Contract anniversary.

Rider Features And Benefits

Withdrawal Factor

The Withdrawal Factor is used in the calculation of the Withdrawal Limit. The Withdrawal Factor is based on the attained age of the younger Annuitant at the time of the first withdrawal. The Withdrawal Factors are as follows:

	Single	Joint
45-49	3.5%	3.0%
50-54	4.0%	3.5%
55-59	4.5%	4.0%
60-64	5.0%	4.5%
65-69	5.5%	5.0%
70-74	6%	5.5%
75+	7%	6.5%

Once the Withdrawal Factor is determined, it stays the same until the rider terminates.

Withdrawal Limit

The Withdrawal Limit is (a) multiplied by (b), where:

- (a) is the Benefit Base; and
- (b) is the Withdrawal Factor

The Withdrawal Limit will be increased, if necessary, to meet minimum distribution requirements based on the value of the Contract.

Benefit Base

The Benefit Base for the Guaranteed Minimum Withdrawal Benefit for Life is the greatest of (a), (b) and (c) where:

- (a) is Purchase Payment Benefit Amount;
- (b) is the Roll-Up Value; and
- (c) is the Maximum Anniversary Value.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal the Purchase Payments, unless adjusted as described in this section.

The Purchase Payment Benefit Amount will be adjusted to equal 200% of Purchase Payments made in the first Contract year plus 100% of all subsequent Purchase Payments if the following conditions apply:

- (a) The later of when the older Annuitant reaches age 65 or the Contract reaches its 10th anniversary
- (b) There has been no withdrawal

The Purchase Payment Benefit Amount will be reduced on a pro-rata basis if a withdrawal in excess of the Withdrawal Limit is taken.

Roll-Up Value

Initially, the Roll-Up Value is equal to the Purchase Payments. The annual compound interest Roll-Up Rate is 6%. The Roll-Up is applied daily to the Purchase Payments. On any day, the Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily Roll-Up Factor

The Roll-up Value will be increased to the Maximum Anniversary Value, if higher, on each Contract anniversary. The Roll-up Value will not increase after either of the following events occurs:

- (a) The later of when the older Annuitant reaches age 65 or the Contract reaches its 10th anniversary
- (b) There is a withdrawal

The Roll-up Value will be reduced on a pro-rata basis if a withdrawal in excess of the Withdrawal Limit is taken.

Maximum Anniversary Value

Initially, the Maximum Anniversary Value is equal to Purchase Payments. Unless the reset provision is declined, the Maximum Anniversary Value will reset annually on the Contract anniversary to the Contract Value, if higher. The Maximum Anniversary Value will only be reduced if a withdrawal in excess of the Withdrawal Limit is taken. The Maximum Anniversary Value will be reduced on a pro-rata basis if a withdrawal in excess of the Withdrawal Limit is taken.

Principal Protection Death Benefit

The Principal Protection Death Benefit is the death benefit under P5409DB 05/08 and P5410DB 05/08, intended to provide a return of premium guarantee in the event of death prior to receiving Purchase Payments back in the form of withdrawals. The Principal Protection Death Benefit is initially equal to Purchase Payments and is increased by future Purchase Payments and reduced by the amount of withdrawals, up to the Withdrawal Limit. The Principal Protection Death Benefit will be reduced on a pro-rata basis if a withdrawal in excess of the Withdrawal Limit is taken.

Investment Strategy

All Contract Value must be allocated to the Asset Allocation Model and/or Designated Subaccounts available under this rider.

If there are changes to the fund classifications in order to comply with the Investment Strategy, policyholders will be given advanced notice of the changes. Changes will apply automatically unless the policyholder opts out.

Reset

Unless the reset provision is declined, the Maximum Anniversary Value will reset annually on the Contract anniversary to the Contract Value, if higher, until age 100 of the younger Annuitant. If the reset is elected there may be a new charge, but it will never exceed the maximum charge as described below.

Maximum Charges

There is a quarterly charge assessed against the value of the Benefit Base for the Guaranteed Minimum Withdrawal Benefit for Life. The maximum annual charge is 2.00%. There is an additional quarterly charge assessed against the value of the Principal Protection Death Benefit under P5409DB 05/08 and P5410DB 05/08. The maximum annual charge for the Principal Protection Death Benefit under P5409DB 05/08 and P5410DB 05/08 is 0.50%. We reserve the right to charge less. This charge is to compensate us for the guarantee provided, as well as the added administrative expenses. A policy's charge is fixed at policy issue but may be changed if a reset is elected.

Current Charges

- Guaranteed Minimum Withdrawal Benefit for Life under P5409 05/08 and P5410 05/08: 85 Bps of Benefit Base for Single and Joint
- Guaranteed Minimum Withdrawal Benefit for Life under P5409DB 05/08 and P5410DB 05/08: 85 Bps of Benefit Base for Single and Joint
- Principal Protection Death Benefit under P5409DB 05/08 and P5410DB 05/08: 15 Bps of value of the Principal Protection Death Benefit if older Annuitant is 45-70
- Principal Protection Death Benefit under P5409DB 05/08 and P5410DB 05/08: 40 Bps of value of the Principal Protection Death Benefit if older Annuitant is 71-85

Non-Forfeiture Values

This rider does not alter the non-forfeiture values of the contract to which it is attached.

Example

Assume a single life aged 52 purchases this rider with an initial Purchase Payment of \$10,000 and waits until age 65 to make the first withdrawal. Withdrawals are taken annually at the end of the year, equal to the Withdrawal Limit, of 5.5%. The following table shows the calculation of the Purchase Payment Benefit Amount, Roll-up Value, Maximum Anniversary Value, Withdrawal Limit and Principal Protection Death Benefit assuming a return of -2% and 8%, net of all asset-based charges.

	•		Contract	Purchase				
	Contract	14/21	Value - End	Payment	Maximum		D ("	5.4
A	Value -	Withdrawals	of Year -	Benefit	Anniversary	Roll-Up	Benefit	Death
Age - End		Taken - End	After Rider	Amount -		Value - End		Benefit -
of Year 52	of Year 10,000	of Year	Charges 9,668	End of Year 10,000	of Year 10,000	of Year 10,600	of Year 10,600	End of Year 10,000
	,		,	,	,	,	,	,
53 54	9,668 9,337	0	9,337 9,007	10,000 10,000	10,000 10,000	11,236 11,910	11,236 11,910	10,000 10,000
5 4 55	9,337	0	9,007 8,677	10,000	10,000	12,625	12,625	10,000
56	,	0	,	,	10,000	13,382	13,382	10,000
56 57	8,677 8,349	0	8,349 8,020	10,000 10,000	10,000	14,185	14,185	10,000
58	8,020	0	7,690	10,000	10,000	15,036	15,036	10,000
59	7,690	0	7,360	10,000	10,000	15,030	15,030	10,000
60	7,090	0	7,028	10,000	10,000	16,895	16,895	10,000
61	7,360	0	6,695	10,000	10,000	17,908	17,908	10,000
62	6,695	0	6,360	10,000	10,000	18,983	18,983	10,000
63	6,360	0	6,021	10,000	10,000	20,122	20,122	10,000
64	6,021	0	5,680	10,000	10,000	21,329	21,329	10,000
65	5,680	1,243	4,091	20,000	10,000	22,609	22,609	8,757
66	4,091	1,243	2,532	20,000	10,000	22,609	22,609	7,513
67	2,532	1,243	1,006	20,000	10,000	22,609	22,609	6,270
68	1,006	1,243	0	20,000	10,000	22,609	22,609	5,026
69	0	1,243	0	20,000	10,000	22,609	22,609	3,783
70	0	1,243	0	20,000	10,000	22,609	22,609	2,539
71	0	1,243	0	20,000	10,000	22,609	22,609	1,296
72	0	1,243	0	20,000	10,000	22,609	22,609	0
73	0	1,243	0	20,000	10,000	22,609	22,609	0
74	0	1,243	0	20,000	10,000	22,609	22,609	0
75	0	1,243	0	20,000	10,000	22,609	22,609	0
76	0	1,243	0	20,000	10,000	22,609	22,609	0
77	0	1,243	0	20,000	10,000	22,609	22,609	0
78	0	1,243	0	20,000	10,000	22,609	22,609	0
79	0	1,243	0	20,000	10,000	22,609	22,609	0
80	0	1,243	0	20,000	10,000	22,609	22,609	0
81	0	1,243	0	20,000	10,000	22,609	22,609	0
82	0	1,243	0	20,000	10,000	22,609	22,609	0
83	0	1,243	0	20,000	10,000	22,609	22,609	0
84	0	1,243	0	20,000	10,000	22,609	22,609	0
85	0	1,243	0	20,000	10,000	22,609	22,609	0
86	0	1,243	0	20,000	10,000	22,609	22,609	0
87	0	1,243	0	20,000	10,000	22,609	22,609	0
88	0	1,243	0	20,000	10,000	22,609	22,609	0
89	0	1,243	0	20,000	10,000	22,609	22,609	0
90	0	1,243	0	20,000	10,000	22,609	22,609	0

	Contract		Contract Value - End	Purchase Payment	Maximum			
	Value -	Withdrawals	of Year -	Benefit	Anniversary	Roll-Up	Benefit	Death
Age - End	Beginning	Taken - End	After Rider	Amount -	Value - End	•		Benefit -
of Year	of Year	of Year	Charges	End of Year	of Year	of Year	of Year	End of Year
52	10,000	0	10.664	10,000	10,000	10,600	10,600	10,664
53	10,664	0	11,375	10,000	10,664	11,304	11,304	11,375
54	11,375	0	12,136	10,000	11,375	12,057	12,057	12,136
55	12,136	0	12,951	10,000	12,136	12,864	12,864	12,951
56	12,951	0	13,825	10,000	12,951	13,728	13,728	13,825
57	13,825	0	14,760	10,000	13,825	14,654	14,654	14,760
58	14,760	0	15,761	10,000	14,760	15,645	15,645	15,761
59	15,761	0	16,833	10,000	15,761	16,707	16,707	16,833
60	16,833	0	17,982	10,000	16,833	17,843	17,843	17,982
61	17,982	0	19,212	10,000	17,982	19,061	19,061	19,212
62	19,212	0	20,529	10,000	19,212	20,365	20,365	20,529
63	20,529	0	21,940	10,000	20,529	21,761	21,761	21,940
64	21,940	0	23,450	10,000	21,940	23,256	23,256	23,450
65	23,450	1,367	23,701	20,000	23,450	24,857	24,857	23,701
66	23,701	1,367	23,969	20,000	23,701	24,857	24,857	23,969
67	23,969	1,367	24,261	20,000	23,969	24,857	24,857	24,261
68	24,261	1,367	24,578	20,000	24,261	24,857	24,857	24,578
69	24,578	1,367	24,922	20,000	24,578	24,857	24,857	24,922
70	24,922	1,371	25,292	20,000	24,922	24,857	24,922	25,292
71	25,292	1,391	25,671	20,000	25,292	24,857	25,292	25,671
72	25,671	1,412	26,312	20,000	25,671	24,857	25,671	26,312
73	26,312	1,447	26,970	20,000	26,312	24,857	26,312	26,970
74	26,970	1,483	27,644	20,000	26,970	24,857	26,970	27,644
75	27,644	1,520	28,336	20,000	27,644	24,857	27,644	28,336
76	28,336	1,558	29,044	20,000	28,336	24,857	28,336	29,044
77	29,044	1,597	29,770	20,000	29,044	24,857	29,044	29,770
78	29,770	1,637	30,514	20,000	29,770	24,857	29,770	30,514
79	30,514	1,678	31,277	20,000	30,514	24,857	30,514	31,277
80	31,277	1,720	32,059	20,000	31,277	24,857	31,277	32,059
81	32,059	1,763	32,861	20,000	32,059	24,857	32,059	32,861
82	32,861	1,807	33,682	20,000	32,861	24,857	32,861	33,682
83	33,682	1,853	34,524	20,000	33,682	24,857	33,682	34,524
84	34,524	1,899	35,387	20,000	34,524	24,857	34,524	35,387
85	35,387	1,946	36,272	20,000	35,387	24,857	35,387	36,272
86	36,272	1,995	37,179	20,000	36,272	24,857	36,272	37,179
87	37,179	2,045	38,108	20,000	37,179	24,857	37,179	38,108
88	38,108	2,096	39,061	20,000	38,108	24,857	38,108	39,061
89	39,061	2,148	40,037	20,000	39,061	24,857	39,061	40,037
90	40,037	2,202	41,038	20,000	40,037	24,857	40,037	41,038



Jamala S. Murray, FSA, MAAA Actuary

July 7, 2008

CERTIFICATION OF VARIABILITY

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410DB 05/08. Guaranteed Minimum Withdrawal Benefit For Life Rider

We have bracketed certain information within the above-mentioned forms and addressed the rider information that would appear on the data pages, to indicate variability. We certify that these forms will never reflect a lesser benefit or amount than what your state mandates. We certify that the ranges for the bracketed items contained in the riders and sample data pages for the riders are as follows:

P5409 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider

Opening Paragraph (page 1): Termination of rider will be no less than the 1st or more than 10th Contract anniversary.

Withdrawal Limit (page 2): The Contract Value referred to in this provision is reduced to no less than \$100.00 and no more than \$1,000.00.

Purchase Payment Benefit Amount (page 2): If no withdrawals are taken prior to the later of the 5th but no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85, the Purchase Payment Benefit Amount will equal the sum of (a) plus (b) where (a) is no less than 100% and no more than 200% of Purchase Payments made in no less than the first Contract year and no more than the 10thContract year.

Roll-Up Value (page 3): The Roll-up Value will continue to increase until the date of the first withdrawal or the later of no less than the 5th and no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85.

Maximum Anniversary Value and Reset Information (page 3): Written request to terminate automatic resets must be received at least 15 days but not less than 1 day prior to the Contract Anniversary.

Reduction in Contract Value (page 4):

- The Contract Value is reduced to no less than \$100.00 and no more than \$1,000.00.
- The Annuity 2000 Mortality Table will be used. We reserve the right to change to an updated version of the Annuity Mortality Table at such time as it becomes available.
- The interest rate will never be less than 1.0% or more than 4.0%.
- The Withdrawal Limit will be no less than \$100.00 and no more than \$1,000.00.
- The monthly amount and payment will be no less than \$100.00 and no more than \$1,000.00.

Death Provisions (page 5):

- The minimum age will never be less than 20 and will not be more than 90.
- Home Office will be the location of where to send documents will appear. This will either be Home Office, Administrative Office or Service Center.

Rider Charge (page 5):

- The charge for the guaranteed minimum withdrawal benefit is calculated no less than monthly and no more than annually.
- The charge will be deducted no less than monthly and no more than annually.

When Rider is Effective (page 5):

 Termination of the rider can be made on or after no less than the 5th and no more than the 10th Contract Anniversary.

Officer Signature: Our current president's signature will appear.

P5409DB 05/08, Guaranteed Minimum Withdrawal Benefit For Life Rider P5410DB 05/08. Guaranteed Minimum Withdrawal Benefit For Life Rider

Opening Paragraph (page 1): Termination of rider will be no less than the 1st or more than 10th Contract anniversary.

Withdrawal Limit (page 2): The Contract Value referred to in this provision is reduced to no less than \$100.00 and no more than \$1,000.00.

Purchase Payment Benefit Amount (page 2): If no withdrawals are taken prior to the later of the 5th but no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85, the Purchase Payment Benefit Amount will equal the sum of (a) plus (b) where (a) is no less than 100% and no more than 200% of Purchase Payments made in no less than the first Contract year and no more than the 10th Contract year.

Roll-Up Value (page 3): The Roll-up Value will continue to increase until the date of the first withdrawal or the later of no less than the 5th and no more than the 10th Contract Anniversary and the date the older Annuitant turns no less than age 65 and no more than age 85.

Maximum Anniversary Value and Reset Information (page 3):

Written request to terminate automatic resets must be received at least 15 days but not less than 1 day prior to the Contract Anniversary.

Reduction in Contract Value (page 4):

- The Contract Value is reduced to no less than \$100.00 and no more than \$1,000.00.
- The Annuity 2000 Mortality Table will be used. We reserve the right to change to an updated version of the Annuity Mortality Table at such time as it becomes available.
- The interest rate will never be less than 1.0% or more than 4.0%.
- The Withdrawal Limit will be no less than \$100.00 and no more than \$1,000.00.
- The monthly amount and payment will be no less than \$100.00 and no more than \$1,000.00.

Death Provisions (page 5):

- The minimum age will never be less than 20 and will not be more than 90.
- Home Office will be the location of where to send documents will appear. This will either be Home Office, Administrative Office or Service Center.

Rider Charge (page 6):

- The charge for the guaranteed minimum withdrawal benefit is calculated no less than monthly and no more than annually.
- The charge will be deducted no less than monthly and no more than annually.

When Rider is Effective (page 6):

 Termination of the rider can be made on or after no less than the 5th and no more than the 10th Contract Anniversary.

Officer Signature: Our current president's signature will appear.

THE FOLLOWING ITEMS WILL APPEAR ON THE CONTRACT DATA PAGES IN CONJUNCTION WITH THE RIDERS:

CHARGES section:

Benefit Base Charge - Rider:

- For single Annuitant Contracts, the charge will never be less than 0.60% and will not be more than 2.00%.
 Single Annuitant Contracts will have the single Annuitant charge and Joint Annuitant charge displayed on the Contract Data Pages because the charge may be increased if the Owner adds his/her spouse as a Joint Annuitant.
- For Joint Annuitant Contracts, the charge will never be less than 0.75% and will not be more than 2.50%. Joint Annuitant Contracts will only display the Joint Annuitant charge displayed on the Contract Data Pages.
- Maximum Rider Charge: This line will print in one of two ways. If Principal Protection Death Benefit is NOT selected, the maximum charge will show as 2.00%. If it is selected, the maximum charge will show as 2.50%.

Guaranteed Minimum Withdrawal Benefit For Life Rider section:

Minimum Issue Age: The minimum will never be less than 20 and will not be more than 90.

Withdrawal Factors: The factors will never be less than 1% and will not be more than 10%.

Last Roll-Up Date: This date will never be less than 0 years or more than 80 years from the Contract Date.

Daily Roll-Up Factor: This factor will never be less than 1% or more than 1.25%; annual factor will equate to the daily rate shown.

Daily Roll-Up Rate: This rate will never be less than 0.01% or more than 1.00%; annual roll-up rate will equate to the daily rate shown.

Maximum Reset Age: Never more than the last allowable annuity commencement date.

Investment Strategy Options - Designated Subaccounts or Designated Investment Subdivisions: The Subaccounts or Investment Subdivisions are bracketed to indicate that the available investment options may be added or deleted due to availability, based upon evaluation of the suitability of the fund, changes to the Investment Strategy and changes to the Asset Allocation model.

Asset Allocation Model: The table is bracketed to indicate that the available investment options and percentage requirements may be added or deleted due to availability, based upon evaluation of the suitability of the fund, changes to the Investment Strategy and changes to the Asset Allocation Model.

None of the above mentioned items will be bracketed when the contract is issued. Any change in the text that is marked as variable will only be effective for future issues. We certify that our use of variability will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.

For Genworth Life and Annuity Insurance Company

Paul Loveland

Vice President, Product Compliance

Canl Tueland

SERFF Tracking Number: GEFA-125723620 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 39551

Company Tracking Number: P5409 05/08

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LIP Solution

Project Name/Number: LIP Solution/P5404 05/08

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	07/07/2008	P5409.pdf
No original date	Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER	07/07/2008	P5410.pdf

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Contract. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your withdrawals must be limited. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary.

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

Asset Allocation Model(s) – The Asset Allocation Model(s) shown on the Contract Data Pages.

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Contract Date and each anniversary of that date.

Designated Subaccounts – The Designated Subaccounts shown on the Contract Data Pages.

Gross Withdrawal – An amount withdrawn from Contract Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Subaccounts for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount - An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Contract Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may withdraw in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Contract Data Pages and may include Designated Subaccounts and/or Asset Allocation Models.

On a monthly basis, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Contract Value, we will rebalance Contract Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Contract will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Contract Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Contract Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Contract will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Contract Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no withdrawals are taken prior to the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Contract year]; and
- (b) Purchase Payments received after the [first Contract year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract Date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Contract Data Pages.

On each Contract anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Contract Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Contract Date is equal to the initial Purchase Payment. On each Contract anniversary, if the Contract Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Contract Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Contract Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Contract anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations:
- (c) the Annuity Commencement Date is reached; or
- (d) there is a change in ownership of the Contract.

If automatic resets have terminated, you may later reinstate automatic resets for any future Contract anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Annuity Commencement Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Contract anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Contract anniversary, any Annuitant is older than the maximum reset age as shown on the Contract Data Pages.

Withdrawals

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Contract Value after the Gross Withdrawal; and
- (c) is the Contract Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Contract.

Reduction in Contract Value

After taking a withdrawal, your Contract Value may be less than the amount required to keep your Contract in effect. In this event, or if your Contract Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Contract Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules under the Contract.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Contract as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Contract for the deceased Owner. If no withdrawals were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Contract Value. The charges are shown on the Contract Data Pages. We may apply different charges for the rider for a Contract that is a single Annuitant contract and a Contract that is a Joint Annuitant contract. Once a Contract is a Joint Annuitant contract and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Contract is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Contract. The charges for this rider will never exceed the maximum charge as shown on the Contract Data Pages. On the day the rider and/or the Contract terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Contract Date. It will remain in effect while this Contract is in force and before the Annuity Commencement Date. You may terminate this rider apart from the Contract on any Contract anniversary on or after the [5th] Contract anniversary. Otherwise this rider and the corresponding charges will terminate on the Annuity Commencement Date.

Change of Ownership

We must approve any assignment or sale of this Contract unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz President

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is added to the Policy. It provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. In order to obtain the full benefit described in this rider, your partial surrenders must be limited. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary.

All rider terms will have the same meaning as under the Policy, unless otherwise provided.

Asset Allocation Model(s) - The Asset Allocation Model(s) shown on the Policy Data Pages.

Benefit Base - The amount used to calculate the Withdrawal Limit.

Benefit Year – Each one-year period following the Policy Date and each anniversary of that date.

Designated Investment Subdivisions – The Designated Investment Subdivisions shown on the Policy Data Pages.

Gross Withdrawal – An amount partially surrendered from Account Value including any surrender charge, any taxes withheld and any applicable premium taxes.

Investment Strategy – The Asset Allocation Model(s) and/or Designated Investment Subdivisions for this rider.

Maximum Anniversary Value – An amount used to calculate the Benefit Base.

Purchase Payment Benefit Amount - An amount used to calculate the Benefit Base.

Roll-Up Value – An amount used to calculate the Benefit Base.

Withdrawal Factor – The percentage shown on the Policy Data Pages used to establish the Withdrawal Limit.

Withdrawal Limit – The total amount you may partially surrender in a Benefit Year without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Investment Strategy

You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times. The Investment Strategy options are shown on the Policy Data Pages and may include Designated Investment Subdivisions and/or Asset Allocation Models.

On a monthly basis, we will rebalance Account Value to the Subaccounts in accordance with the percentages allocated. In addition, on any Valuation Day after any transaction involving a withdrawal, receipt of a Purchase Payment or a transfer of Account Value, we will rebalance

Account Value to the Subaccounts in accordance with the percentages allocated, unless you instruct us otherwise. Your allocation instructions must always comply with the Investment Strategy.

The Guarantee Account, if any, under the Policy will not be available as an Investment Option under this rider for as long as this rider is in effect.

Guaranteed Minimum Withdrawal Benefit

If you limit total Gross Withdrawals in a Benefit Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Gross Withdrawals in each Benefit Year equal to the Withdrawal Limit until the last death of an Annuitant.

Withdrawal Limit

The Withdrawal Limit is calculated on each Valuation Day. The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor percentages are shown on the Contract Data Pages.

The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the earlier of the Valuation Day of the first withdrawal and the Valuation Day when the Account Value is reduced to [\$100].

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. The Benefit Base on the Policy Date is equal to the initial Purchase Payment. On each Valuation Day, the Benefit Base is the greatest of the Purchase Payment Benefit Amount, the Roll-Up Value and the Maximum Anniversary Value. The Benefit Base may change as a result of a Purchase Payment, withdrawal, or reset as described below.

Purchase Payments

Any Purchase Payment applied to your Policy will adjust your Purchase Payment Benefit Amount and may adjust your Roll-Up Value as described in the Roll-Up Value section below. You must allocate all Purchase Payments and Account Value to the Investment Strategy at all times.

We reserve the right to not adjust the Purchase Payment Benefit Amount and/or the Roll-Up Value for any additional Purchase Payments.

Purchase Payment Benefit Amount

The Purchase Payment Benefit Amount will equal your Purchase Payment(s) unless adjusted as described in this provision.

If no partial surrenders are taken prior to the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65], your Purchase Payment Benefit Amount will equal the sum of (a) plus (b), where:

- (a) is [200%] of Purchase Payments made in the [first Policy year]; and
- (b) Purchase Payments received after the [first Policy year].

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Purchase

Payments Benefit Amount will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

Roll-Up Value

The Roll-Up Value on the Contract date is equal to the initial Purchase Payment. We will increase your Roll-Up Value on each day. The new Roll-Up Value is equal to the sum of (a) and (b), multiplied by (c), where:

- (a) is the Roll-Up Value on the prior day;
- (b) is any Purchase Payment(s) made on the prior Valuation Day; and
- (c) is the daily roll-up factor shown on the Policy Data Pages.

On each Policy anniversary, if the Maximum Anniversary Value is greater than the current Roll-Up Value, the Roll-Up Value will be increased to the Maximum Anniversary Value. If this day is not a Valuation Day, this adjustment will occur on the next Valuation Day. The Roll-Up Value will continue to increase until the date of the first withdrawal or the later of the [10th] anniversary of the Policy Date and the date the older Annuitant turns age [65]. The Roll-Up Value will not increase after this date.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Roll-Up Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below. The Roll-Up Value will not increase after this date.

Maximum Anniversary Value and Reset

The Maximum Anniversary Value on the Policy Date is equal to the initial Purchase Payment. On each Policy anniversary, if the Account Value is greater than the current Maximum Anniversary Value, the Maximum Anniversary Value will be increased to the Account Value. If this day is not a Valuation Day, this reset will occur on the next Valuation Day.

On any Valuation Day you make a Gross Withdrawal, if that Gross Withdrawal plus all prior Gross Withdrawals within that Benefit Year is in excess of the Withdrawal Limit, your Maximum Anniversary Value will be reduced on a pro-rata basis by the excess amount as described in the Withdrawals section below.

On the Valuation Day we reset your Maximum Anniversary Value, we will reset the Investment Strategy to the current Investment Strategy and reset the charges for this rider. The new charges, which may be higher than your previous charges, will never exceed the maximum rider charge as shown on the Policy Data Pages.

Resets will occur automatically unless such automatic resets are or have been terminated as described below.

Automatic resets will continue until and unless:

- (a) you submit a written request to terminate automatic resets (such request must be received [at least 15 days] prior to the Policy anniversary date);
- (b) the Investment Strategy changes, allocations are affected, and we do not receive confirmation of new allocations:
- (c) the Maturity Date is reached; or
- (d) there is a change in ownership of the Policy.

If automatic resets have terminated, you may later reinstate automatic resets for any future Policy anniversary by submitting a written request to do so; provided you are following the Investment Strategy and you have not reached the Maturity Date.

Any change to the charges or to the required Investment Strategy for this rider will be communicated to you in writing prior to the Policy anniversary date. Upon reset, these changes will apply. The reset provision will end if, on the Policy anniversary, any Annuitant is older than the maximum reset age as shown on the Policy Data Pages.

Partial Surrenders

If a Gross Withdrawal plus all prior Gross Withdrawals within a Benefit Year is in excess of the Withdrawal Limit, your Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be recalculated to reflect a pro-rata reduction for each dollar that is in excess of your Withdrawal Limit. Your new Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value after such a withdrawal will be calculated by multiplying each of (a) by (b), divided by (c), where:

- (a) is the Purchase Payment Benefit Amount, Principal Protection Death Benefit, Roll-Up Value and Maximum Anniversary Value before the Gross Withdrawal;
- (b) is the Account Value after the Gross Withdrawal; and
- (c) is the Account Value before the Gross Withdrawal reduced by any remaining Withdrawal Limit.

For purposes of (c) above, "any remaining Withdrawal Limit" is the Gross Withdrawal that could have been taken without exceeding the Withdrawal Limit.

If the total Gross Withdrawals in a Benefit Year are less than or equal to the Withdrawal Limit, we will waive any surrender charge on the Gross Withdrawals.

Required Minimum Distributions

The Withdrawal Limit will be increased for any Benefit Year to the extent necessary to meet any minimum distribution requirements (before death) under federal tax law. This increase applies only to the required minimum distribution based on the value of the Policy.

Reduction in Account Value

After taking a withdrawal, your Account Value may be less than the amount required to keep your Policy in effect. In this event, or if your Account Value is less than or equal to [\$100], the following will occur:

- If the Withdrawal Limit is less than [\$100], we will pay you the greater of the following:
 - (a) the Account Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit calculated using the [2000 Annuity Mortality Table] and an interest rate of [3%].
- If the Withdrawal Limit is greater than [\$100], we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than [\$100], we will reduce the frequency so that the payment will be at least [\$100].

Death Provisions

At the death of any Annuitant, a Death Benefit may be payable under the Policy. The Death Benefit, if any, will be paid according to the distribution rules under the Policy.

If the designated beneficiary is a surviving spouse who is not an Annuitant, whose age is [45] through [85], and who elects to continue the Policy as the new Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value for the new Owner will be the Death Benefit determined as of the first Valuation Day we receive at our [Home Office] due proof of death and all required forms. The Withdrawal Factor for the new Owner will be based on the age of that Owner on the date of the first Gross Withdrawal for that Owner.

If the designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Policy as the Owner, this rider will continue. The Purchase Payment Benefit Amount, Roll-Up Value and Maximum Anniversary Value will be the same as it was under the Policy for the deceased Owner. If no partial surrenders were taken prior to the first Valuation Day we receive due proof of death and all required forms at our [Home Office], the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Gross Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Policy for the deceased Owner.

If the surviving spouse cannot continue the rider, the rider and the rider charge will terminate.

Rider Charge

A charge will be assessed for the guaranteed minimum withdrawal benefit. The charge for the guaranteed minimum withdrawal benefit is calculated [quarterly] as a percentage of the Benefit Base and deducted [quarterly] from the Account Value. The charges are shown on the Policy Data Pages. We may apply different charges for the rider for a Policy that is a single Annuitant Policy and a Policy that is a Joint Annuitant Policy. Once a Policy is a Joint Annuitant Policy and the Joint Annuitant rider charge is applied, the Joint Annuitant rider charge will continue while the rider is in effect. If a spouse is added as Joint Annuitant after the Policy is issued, new charges may apply. These new charges may be higher than the charges previously applied to your Policy. The charges for this rider will never exceed the maximum charge as shown on the Policy Data Pages. On the day the rider and/or the Policy terminates, the charges for this rider will be calculated, prorata, and deducted.

When this Rider is Effective

The rider becomes effective on the Policy Date. It will remain in effect while this Policy is in force and before the Maturity Date. You may terminate this rider apart from the Policy on any Policy anniversary on or after the [5th] Policy anniversary. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

Change of Ownership

We must approve any assignment or sale of this Policy unless under a court ordered assignment.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- If you marry after issue, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.

For Genworth Life and Annuity Insurance Company,

Pamela S. Schutz President